

**AMENDMENT ONE TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT  
AIA B101 – 2007**

This **AMENDMENT ONE TO AGREEMENT BETWEEN OWNER AND ARCHITECT** (this “Amendment”) is entered into by and between the **FRISCO COMMUNITY DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (sometimes referred to as the “FCDC” or “Owner”) and **BOKA POWELL, LLC**, a Texas limited liability company (“Architect”) to be effective as of March 1, 2010.

WHEREAS, the City of Frisco, Texas (“City”) and Architect entered into that certain Standard Form of Agreement Between Owner and Architect, AIA B101 – 2007 dated December 31, 2009 (the “Agreement”); and

WHEREAS, City assigned its interest in the Agreement to the Frisco Community Development Corporation by that certain Assignment of Agreement dated effective February 10, 2010 (the “Assignment”), whereupon the FCDC took on the rights and obligations of the owner under the Agreement; and

WHEREAS, the FCDC and Architect have agreed to amend the scope of work set out in the Agreement to delete that work which was related to the Museum of the American Railroad and Architect has provided Owner a proposal dated February 10, 2010 (the “Revised Proposal”) that outlines the revised scope of work and amends the compensation to be paid Architect for the same; and

WHEREAS, the parties desire to amend the Agreement to incorporate the Revised Proposal, including the Architect’s compensation related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect agree as follows:

1. The Agreement is hereby amended in the following particulars:
  - a. The description of the Project contained on the first page of the Agreement is revised to delete the reference to the Museum of the American Railroad (“MARR”);
  - b. Article 11, Section 11.1 is revised to read “A stipulated sum of Two Hundred Ninety Two Thousand Six Hundred Seventy and No/100ths Dollars (\$292,670.00).”
  - c. Article 13, Section 13.2.3.3 is revised to read “Proposal prepared by BOKA Powell dated February 10, 2010, attached hereto as Exhibit B-1 and incorporated herein for all purposes.”

2. The Revised Proposal referenced in the amended Article 13, Section 13.2.3.3 is attached hereto as Exhibit B-1.
3. All other terms and provisions of the Agreement not in conflict herewith shall remain in full force and effect.

EXECUTED to be effective on the date written above.

FRISCO COMMUNITY DEVELOPMENT CORPORATION,  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BOKA POWELL, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-1**  
**Proposal Dated February 10, 2010**



Chris W. Barnes  
John E. Orfield  
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architecture  
interiors  
planning  
graphics

February 10, 2010

sent via email to: [rpatterson@friscotexas.gov](mailto:rpatterson@friscotexas.gov)

Mr. Ron Patterson  
City of Frisco  
6101 Frisco Square Blvd., 5<sup>th</sup> Floor  
Frisco, Texas 75034

RE: Proposal for Beal Building Modifications (No Train) / Master Planning-Phase 2  
Frisco, Texas

Dear Mr. Patterson:

We are pleased to submit this Proposal for the performance of a multi-phase design and planning project for the City owned building referred to as the 'Beal Building' and located south of City Hall and at the SE corner of North Dallas Parkway frontage and Cotton Gin Road in Frisco, Texas.

**I. Project Description**

**PHASE 1: \*under separate cover**

Initial project is to provide temporary space for the Sci Tech Exhibit tenant to occupy and set up for the first exhibit starting about September 18 and running until end of 2009. This tenant will then vacate the space to allow for construction of a permanent home as part of Phase 2 (this) agreement.

**PHASE 2:**

A. Project to include the back 50,000 sf addition to the Beal Building and divided into separate functions as defined below. A new entrance at the West side of building will be used as a single new entry to the spaces described with appropriate signage for tenant identification.

**1. Sci-Tech Discovery Center**

- Welcoming area or Lobby (shared)
- Traveling Exhibit Space
- WOW Lab
- Demonstration Stage
- Party Space/classroom area
- Museum store
- Executive Director's office
- Development Administrator's Office
- Education Director's office
- Outreach Coordinator's office

Dallas  
Fort Worth  
Austin  
Kansas City

- Multi-Use area
- Restrooms (shared)
- Storage
- Mechanical
- Entry (shared)
- Approximately 10,000 sf
- Estimated occupant load = 272

## 2. Black Box Theater

- Large flexible space for theater production
- Separate controlled entrance (shared)
- Ticketing area
- Seating: up to 100
- Public Space: 1,500 sf (shared)
- Performance Space: 3,000 sf
- Stage Support: 250 sf
- Performer Support/Dressing: 1,500 sf
- Production Support: 1,200 sf
- Offices: 250 sf
- Restrooms: 450 sf (shared)
- Rehearsal Space: 1,000 sf
- Approximately 10,000 sf

## B. MASTER PLANNING

1. Master Plan remainder of building for exhibition style use (approx. 100,000sf).
2. Provide Master Planning of existing site encompassing the existing Beal Building and parking to present future use options including possible Hotel and other uses that would compliment surrounding planned development and City of Frisco functions. Current site is planned to incorporate a proposed Rail Museum Building and park functions that will be included as part of the 43.6145 acres. We would review options and phase development for this portion, of the planning exercise, including Train Museum if warranted, that would illustrate, in color, up to 2 full master plans.

Consultants not included as part of this Proposal:

- Fire Sprinkler (design modifications to be included with general construction)
- Kitchen/concessions
- Geotechnical and Field Testing
- Asbestos analysis and abatement (by Owner prior to permitting)
- FFE selection and procurement (office & administrative areas)

## II. Scope of Services

Our proposal for providing architectural design and documentation is outlined as follows;

- Site Plan, limited to directly around the building to define new entrance(s) and parking as may be required to satisfy codes.
- Conceptual Design for approval and review working with component user tenants to develop program for specific space.
- Construction documents with specifications including Theater Design, Lighting, structure as needed and MEP for the 50,000 sf space.
- Submission and coordination with the City of Frisco.
- Submission to State for Accessibility review.
- Construction Administration during the course of construction.
- Security System design for the limits of work within this building.
- IT system (Structured Cabling Design) for the three tenants identified.

### Deliverables to include

- Prepare program with user groups and City of Frisco to future develop plan requirements.
- Preliminary Plan for review and discussion with user groups.
- Coordinate with jurisdictional review authorities for concept and other approvals.
- Prepare concept images/renderings for acceptance and approval as well as possible promotional material.
- Refine concept for final approvals and prepare Design Development documents to include material and required finishes.
- Based on approved Design Development Documents, prepare all required drawings and specifications, setting forth in detail, the requirements for construction of the Project, and for submission to governing authorities for review and approval.
- Coordinate with the work of the Consultant Team.
- Assist in the preparation of any necessary bidding information and bidding forms, should they be required for the project.
- Assist in evaluating bidder qualifications.
- Provide addenda and clarifications as required.
- Attend pre-bid conferences.
- Assist in bid evaluation.
- Review and approve or reject all Contractor submittals such as shop drawings, product data and samples, for the purpose of determining whether or not the submittals are in compliance with the requirements of the Construction Documents.
- Prepare revisions, modifications and construction bulletins as required.

- Make site visits at appropriate intervals during construction, typically on a weekly basis, and other visits as needed.
- Make recommendation to Owner as to the amounts due to the Contractor and execute certificates for payment in such form as may be specified to the Owner.
- Conduct jobsite observations of all installation of the Work to determine Substantial Completion and Final completion for the Project and review the Contractor's punch list requirements of the Work and supplement such punch list with observations of the Consultant.

### III. Compensation

#### Sci-Tech Discovery Center:

Architecture: .....	\$40,000.00
MEP: .....	\$11,000.00
Structural .....	\$3,000.00

#### Black Box Theater:

Architecture: .....	\$65,000.00
MEP: .....	\$17,600.00
Theater Planning: .....	\$3,900.00
Acoustics Design .....	\$10,800.00
Audiovisual Consulting.....	\$9,400.00
Theater Lighting/Rigging Design .....	\$14,900.00
Structural .....	\$9,500.00
Civil/Landscape .....	\$13,700.00

#### Museum of the American Railroad: (MARR) preliminary only

Architecture: .....	\$15,000.00
MEP: .....	\$3,500.00
Acoustics/Noise Control.....	\$2,970.00
Structural .....	\$500.00

Sub-total: .....\$217,770.00

#### Other Services for building scope

IT (Structured Cabling Design) .....	\$6,900.00
Security .....	\$10,000.00

Sub-total: .....\$16,900.00

#### Master Planning:

Interior Master Planning: .....	\$25,000.00
Site Planning.....	\$30,000.00

Sub-total .....\$55,000.00

TOTAL ..... \$292,670.00

#### IV. Additional Services

The project team endeavors to minimize and/or eliminate the need for additional services. Our goal is not to create additional service cost items for the client, but to provide a fee and scope of services that is comprehensive based upon the project understanding that we have at the time of Proposal submission. As scope requirements change and are identified by the project team, we will notify you of the need, and its projected design cost and schedule impact, prior to initiating any additional services activity. Upon your approval, we will commence the work.

Additional services would include, but are not limited to models, and fees paid for securing approval of jurisdictional authorities. Changes to documents after client approval of that phase of work, re-drawing portions of the project due to design scope changes that are not construction budget related or other services not included as basic services in this Proposal.

##### Hourly Rate Schedule

Principal I .....	\$250.00
Principal II .....	\$200.00
Project Manager .....	\$160.00
Project Interior Manager.....	\$150.00
Project Designer.....	\$160.00
Project Interior Designer .....	\$150.00
Project Architect.....	\$160.00
Professional Staff III .....	\$120.00
Professional Staff II .....	\$105.00
Professional Staff I .....	\$90.00
Clerical.....	\$ 75.00

#### V. Payment

Invoices will be issued monthly based on the percentage complete of Basic Services on behalf of the project, any additional services on an hourly basis, and reimbursable expenses incurred during the previous month. Payment for services and reimbursable expenses will be due within thirty (30) days of Owner's receipt of invoice. Invoices remaining unpaid for an additional thirty (30) days (total of sixty (60) days) will result in a suspension of work pending receipt of payment or mutually acceptable settlement.

#### VI. Reimbursable Expenses

Reimbursable expenses are in addition to Basic Compensation and shall be at a multiple of one and one-tenth (1.1) times the actual expense. Reimbursable expenses

include expenditures for travel within the DFW area, long distance telephone calls, printing and printing supply costs, plotting, out-of-house renderings, photography, fees paid for securing approval of authorities, and postage, delivery and handling of all materials.

VII. Conclusion

Thank you for the opportunity to submit this Proposal. Your signature below indicates your authority to initiate this Agreement and acceptance of all conditions herein stated and shall authorize BOKA Powell to proceed with this project. Upon approval, please sign and return one copy to our office. This Proposal is valid for a period of 12 months.

Sincerely,

BOKA Powell, LLC



Patrick K. Magill, AIA, NCARB  
Associate Principal

Approved and Accepted:

This \_\_\_\_\_ day of October, 2009.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name /Title

"The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone: 512-305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a